

CONTRACT

March 29, 2006

Prepared for:

Greene County, Indiana

To Provide:

Think GISTM Software; Tax Records Interface(s)



• 567 W. Westfield Blvd. • Indianapolis, IN 46208 • • Phone (317) 259-0105 • Fax (317) 259-1423 • • www.wthengineering.com •

OVERVIEW

Greene County, Indiana (the "Client") requires certain GIS and/or mapping products and/or services. WTH Technology, Inc. (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Think GIS TM Software

The Client will be provided with (X) Think GISTM license(s). This software may be installed on stand alone computers or on a server but use of the software is limited to (X) computer(s). Each computer where Think GIS™ is used must be registered with the Company. Think GIS™ software license(s) will be provided to the Client for the cost of \$750.00 each under this agreement. The Client must indicate the number of licenses to be purchased in the space provided under the Delivery and Invoicing Schedule. The hardware/system requirements for using the Think GISTM software are as follows:

SYSTEM REQUIREMENTS	MINIMUM	RECOMMENDED Windows XP	
Operating System**	Win 98 SE, WinNT 4.1, Win2000, WinXP		
Processor	Pentium or aquivalent	Pentlum 4 (2 GHz or faster)	
Memory (RAM)	256 MB	512 MB	
Available hard disk space required on server or stand alone computers	500 MB for software + map layers. Plus 2 to 80 GB for digital aerial photography images depending on coverage area and resolution	80 GB (Based upon Digital Acrial Photography needs)	
Available hard disk space required on workstations when data stored on server	Less than 50 MB		
Video	15" monitor capable of displaying 18 bit color at 800 X 800 resolution or better	17" monitor, 16 bit color, 1024 X 768 resolution	
Internet Access (Required for support services)	Diel-up connection with minimum connection appead of 48K	DSL/T1 Connection	
		Laser Printer (with 98 MB of Internal memory)	
Other	CD drive, mouse, keyboard	Or Color Printer (with 128 MB of Internal memory)	

[&]quot;All computers must be current on all Microsoft Windows Critical Updates and Service Packs.

Think GIS™ is a complete "distributed-user" GIS (Geographic Information System. Completely user-friendly, Think GISTM allows the user to view, edit and create GIS data. Think GISTM excels as a stand-alone system, or can be used in conjunction with other GIS software to enhance the viewing capabilities of other agencies, departments or users. Think GISTM software's Microsoft® .NETTM user control allows it to interface with other software programs to enhance each application's functionality, including tax records and assessment programs and 911 systems.

Included with each Think GISTM software license is a complete suite of advanced editing and analysis tools. Built with simplicity in mind, Think GISTM is equipped with robust indexing and searching capabilities.

Delivery with Existing County Layers (Greene County, Indiana)

Think GISTM will be delivered with the following data sets/layers as authorized by the County. Each layer will be positioned on the map to line up with each other and with the digital acrial photography. Other layers may be available.

- · Aerial Photography
- · Roads, Highways, Railroads
- Addresses

- · County and Township Boundaries
- Water
- Parcels

Tax Records Interface(s) Manatron and/or ProVal

The project will require the Company to write two different software interface programs, one to communicate with Manatron taxation software and one to communicate with the ProVal system.

The tax records interface will require the cooperation of the Client's tax records system vendor.

Once cooperation has been achieved with the tax records vendor, the Company will create a match between the parcel data in the mapping system and the tax data in the Client's taxation system. The Company will be developing an interface between two set of records maintained in the Client's over all land information management system. Therefore, a 100% match can not be guaranteed for many reasons (i.e. missing data in taxation system and plat maps, misspellings, etc.) A copy of the database must be obtained for the project to ensure the highest quality of data accuracy.

In order to ensure the highest possible level of data accuracy, a Reconciliation Report will be created once the database is received and the parcel data is reviewed. A preliminary comparison of a sample area of the Client's Plat Data against the Tax Data will be performed. This Reconciliation Report will contain a list of matches that were attempted and the result. A meeting will be scheduled to discuss the results of this report with the Client. The result of this meeting should be one of the following:

- 1. The client determines that more data should be captured during development and editing of the parcel layer.
- 2. The client determines that they will be responsible for rectifying the data in the Tax Database prior to completion of the Data Interface.
- 3. The client determines they would require the Company to assist in the rectification of the data in the Tax Database prior to completion of the Data Interface.

4. Items 1 and 3 could possibly require additional work on the part of the Company and therefore alter the terms of this contract.

In addition to the fields identifying each parcel number, additional fields can be added to the parcel layer to include more detailed property information such as owner name, acreage, property description, etc. This same information is currently stored and maintained by the Client in a separate tax records and/or assessment software program provided by another vendor. Therefore, in order to eliminate the need for redundant data maintenance, the Company will provide the Client with an interface between the mapping software and the tax or assessment records database. This interface can be ran as either a nightly batch process that updates every parcel on the map with the latest property information or as a real time interface that retrieves the latest property information on a case by case basis each time the user clicks on a parcel on the map. In either case, the result will be an enhanced way of graphically viewing and querying the property information while the Client continues to use their existing software to maintain these records. This interface will require that the Client's tax or assessment software vendor make this data available to the Company. Some tax/assessment software vendors may have additional charges for their end of this interface.

On-Site Installation and Training

When the project is completed, the Company will install the software and all data files onto each department's existing computers and setup each workstation with a strategy of sharing data with the other departments. The Company will provide on-site training to instruct the Client on use of the software for their specific applications.

Think GISTM Maintenance and Support

The Company will provide the following services as part of an annual maintenance and support agreement. These services are to be paid for at the beginning of each 12 month period.

Software Upgrades

Any enhancements made to the Think GISTM system during the term of the customer support agreement will be automatically uploaded (via the synchronization process) to the Client's computer(s) as they become available.

Phone Support

Toll Free phone support will be provided for one representative from each department, during regular business hours. Phone support will include answering questions regarding the software and making changes to the system configuration to adapt to the Client's changing needs.

Off Site Data Backup

The Company will maintain a backup of any Map Data transferred via the synchronization process. This data can be restored to the Client's computer(s) at their request.

Pre-Contract Technical Counsel

The Company will assist the Client in any pre-contract technical decision that needs to be made regarding digital data interfacing with the Think GISTM GIS system. The Company's wide range of experience will aid the Client in making efficient decisions for the Client and the Think GISTM product.

UDXTM (Universal Data Exchange Network) Subscription

This service will make it possible for departments not connected to a central network (i.e. remote users) to share data with other departments and receive Think GISTM program updates on a regular basis. Remote users who have Internet access on their computer will be able to automatically connect to the Company's server and send or receive map updates. With this in place, any user responsible for maintaining one or more layers can upload their changes to a remote server and all other users will be able to download these layers so that they are upto-date on a regular basis. This option does not require the Client to have a network, simply an Internet connection. The Company will work with the staff to achieve a desirable method of updating information.

- DELIVERY AND INVOICING SCHEDULE

The Client is being offered the services of the Company with three options on the interface project. The options are illustrated in the schedule. Interface Option 3 will provide the Client with cost savings if chosen over the separate interface projects. Please place a check mark or "X" to the left of the option chosen in the box provided. For the line item, "Think GISTM License(s)," please indicate the number of licenses desired to the left of the option.

	٠	Delivery Date from Contract Signing	Option Description(s)	Invoice Date from Contract Signing	Amount
Dell	very	80 Days	(S) Think GIST License(s) \$750 each	30 Days ⁽¹⁾	\$3750
			Interface Option(8)		
	Option 1	60 Days	Manatron Tax Records Interface	30 Days ^[1]	\$ 5.000.00
_	Option 2	60 Days	ProVal Tax Records Interface	30 Days ^(*)	\$ 5,000.00
<u></u>	Option 3	60 Days	ProVal/Manatron Interface(s)	30 Days ⁽¹⁾	\$ 8,000.00
Tot	al GIS Cost	<u> </u>		TOTAL	\$11,750
Customer Service		ice	Annual Customer Service	30 Days	\$ 6,000.00

⁽¹⁾ The Company will invoice the customer on a monthly basis (unless otherwise indicated via payment schedule) based on the number months until the project is campleted. The dates to the final completion date will begin after the signing of this contract and the delivery of all source materials by the Client. The delivery and invoice dates will be reviewed once the contract is signed and may be adjusted if needed.

LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

SIGNATURE PAGE

N WITNESS WHEREOF, the parties have executed this Agreement as of this 16th day of 16th May 2006.

Company:
WTH Technology, Inc.

Client
Greene County, Indiana

Signature:

Name: Rex Jones

Title: President

Date: 5/6/06

Signature: Larry D Hasler

Name: Larry D Hasler

Title: Commissioner

Date: 5/16/06

Signature: Larry D Hasler

Name: Larry D Hasler

Title: Signature: Name: Title: Name: Title: Name: Title: Title: Name: Title: Tit



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